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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

Chapter 11

Case No. 1-16-41930-nhl

ON QUE FOOD SERVICE GROUP, LLC,
d/b/a JAKES WAYBACK BURGERS,

**NOTICE OF NON-CONSENT TO
THE USE OF CASH COLLATERAL**

Debtor.

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Rapid Capital Finance, LLC (“RCF”), by and through its undersigned counsel, hereby gives notice that it does not consent to the use of RCF’s cash collateral by On Que Food Service Group, LLC, d/b/a Jakes Wayback Burgers, debtor in the above-captioned bankruptcy proceeding (the “Debtor”).

On or about April 25, 2016 -- eight days before the commencement of this case -- the Debtor induced RCF to enter into a Merchant Agreement, under which RCF purchased the Debtor’s future receivables. The parties also contemporaneously entered into a separate Security Agreement of even date, pursuant to which RCF also has a security interest in the accounts, chattel paper, documents, equipment, general intangibles, instruments and inventory of the Debtor and the proceeds thereof. Copies of the Merchant Agreement and Security Agreement are annexed hereto collectively as Exhibit A. RCF perfected its security interest by the filing of a UCC Financing Statement (the “Financing Statement”) in the office of New York Secretary of State. A copy of the Financing Statement is annexed hereto as Exhibit B. An outstanding

unpaid principal balance of \$35,190.00, exclusive of interest and attorneys' fees, remains due and owing under the aforesaid Merchant Agreement.

Pursuant to 11 U.S.C. §§ 363(a) and 552(b), and without limiting any other rights held by RCF, all of the Debtor's receivables and other accounts, inventory, equipment, and other assets constitute RCF's collateral, and any proceeds generated through the sale thereof constitute RCF's cash collateral. Pursuant to 11 U.S.C. § 363(c)(2), the Debtor is prohibited from using any such cash collateral without the consent of RCF, or Court authorization after notice and a hearing. RCF does not consent to the Debtor's use of its cash collateral until such as adequate measures to protect its interests have been taken.

Dated: New York, New York
May 18, 2016

JAFFE & ASHER LLP

By: /s/ Glenn P. Berger
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